



STATE OF ARKANSAS
**Department of Finance
and Administration**

OFFICE OF THE DIRECTOR

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July 28, 2003

Mr. Ben C. Bryant, President
Government Services Division
Cook Systems International
6799 Great Oaks Road, Suite 200
Memphis, TN 38138

Re: Advisory Opinion #483-03-15

Dear Mr. Bryant:

On July 18, 2003, you wrote to request an opinion whether Cook International's employment of Curtis Eubanks violates the restriction on employment of former state employees. You stated that Mr. Eubanks was an employee of the Arkansas Department of Information Services (DIS) until February 2003, at which time he was terminated during a Reduction in Force.

Cook hired Mr. Eubanks on June 23, 2003. You stated that Mr. Eubanks is the company's technical representative in Little Rock for both the private and public sector. Joe Black is Cook's sales representative. Mr. Eubanks is not engaged in sales to the State. Mr. Eubanks' area of responsibility is to acquire knowledge of the customers' information technology needs and communicate those needs so that Cook's performance under its contracts meets or exceeds expectations.

Cook competitively bid and was awarded a contract with DIS to provide information technology services to the state. The current contract has a two-year term beginning July 1, 2003 with a one-year renewal option. Cook's previous contract with DIS expired June 30, 2003.

Ark. Code Ann. § 19-11-709 restricts former state employees from representing anyone other than the state in the same contract, claim, or controversy in which the employee participated personally and substantially or for which the employee was officially responsible as a state employee. For example, had Mr. Eubanks, as a state employee, negotiated or approved the contract with Cook, then Mr. Eubanks would be prohibited from leaving state employment to work directly on that contract.

You did not state specifically what Mr. Eubanks' job duties were while he was an employee of DIS. If Mr. Eubanks did not personally participate in the contract process between DIS and Cook, or have the authority to approve the contract on behalf of DIS, then Ark. Code Ann. § 19-11-709 does not restrict him from working on the DIS contract as a Cook employee, so long as he is not involved in selling to the State.

Sincerely,

Richard A. Weiss
Director

cc: Joe Giddis
Tom Gay, Office of Attorney General